



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
#HWY-309592-RP

IFB Title:
DEICER CHEMICAL, CATEGORY 4 B-CORROSION INHIBITED SOLID SODIUM CHLORIDE

IFB Due Date and Time:
MAY 26, 2010
3:00 p.m., Local Time

Number of Pages: 25

ISSUING AGENCY INFORMATION

Procurement Officer:
RICHELE PARKHURST

Issue Date:
MAY 5, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

Phone: (406) 657-0274
Fax: (406) 256-6487
TTY Users, (406) 444-7696

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309592-RP
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

Mark Face of Envelope/Package:

IFB Number: #HWY-309592-RP
IFB Due Date: MAY 26, 2010

SEALED BIDS will be received and publicly opened
in the Billings office at 3:00 pm.

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS
LISTED HEREIN

F.O.B. LOCATION: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS
LISTED HEREIN

Questions regarding the bidding process may be directed to Richele Parkhurst at (406) 657-0274 in Billings and questions regarding the product specifications/requirements may be directed to Justun Juelfs at (406) 444-6158 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part and to make awards in any manner deemed in the best interest of the Department. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department's Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. CONTRACT CANCELLATION

The resulting purchase order may be terminated for failure to provide the product enumerated herein. The purchase order may be terminated without cause upon 90 days written notice.

1.12. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.13. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.14. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.15. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.16. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.17. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.18. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor and the public.

1.19. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.20. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.21. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.22. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA and then only if federal funds are not involved.

For a list of states that grant resident preference, see
<http://gsd.mt.gov/ProcurementServices/preferences.mcp>

1.23. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.24. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov/>.

1.25. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section at (406) 657-0274 in Billings.

1.26. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.27. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.28. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.29. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.30. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

1.31. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.32. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

1.33. UNIT PRICE

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.34. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.35. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

1.36. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. COMMODITY SPECIFICATIONS

Provide and deliver F.O.B. various locations throughout Montana, Category 4B-Corrosion Inhibited Solid Sodium Chloride as specified herein.

The term of the purchase order resulting from this Invitation for Bid shall be from July 1, 2010 through June 30, 2011.

3.0. GENERAL REQUIREMENTS

3.1. CONTRACT PERFORMANCE SECURITY – SURETY BONDS ONLY

The Contractor must provide contract performance security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the State of Montana within 10 working days from the Request for Documents Notice. This security must remain in effect for the entire term of the contract. A new surety bond must be issued to the State of Montana if this contract is renewed.

The original surety bond form must be provided to the following address: Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437.

Ref:MCA Title 18, Chapter 4, Part 3; ARM, Title 2, Chapter 5, Sub-Chapter 5.

3.2. ADDITION OF NEW DELIVERY LOCATIONS

New delivery locations may be added at any time during the term of this contract by the Purchasing Services Section contacting the vendor directly. The Purchasing Services Section shall allow the vendor five (5) business days to set up a new location, pricing and delivery logistics.

3.3. FUEL PRICE ADJUSTMENT

Contractor may request a fuel surcharge no more than monthly after the first delivery month. Contract price adjustments will be based on the Department of Energy's National Average Diesel Fuel Index (Rocky Mountain Region) to adjust pricing on a monthly basis. No fuel surcharge will be allowed for monthly changes, plus or minus, twenty percent (20%) from the previous month of increase. The following formula will be used:

$$(\text{Current Index Price} - \text{Base Price}) \times \text{Round Trip Miles to Delivery Location}) \div 5.5 \text{MPG} = \text{Fuel Surcharge}$$

On the bid schedule, bidders must provide round trip miles from the point of trucking origin of the material to each delivery location; a maximum of 1,500 round trip miles will be allowed.

The fuel surcharge will be calculated in the month delivery is made, using the Department of Energy's National Average Diesel Fuel Index at the *first recorded day of the month* delivery is made.

The "base" price will be from the May 3, 2010 update for the Rocky Mountain Region, which is \$3.166.

The method of price adjustment will be to review the most recent Department of Energy's National Average Diesel Fuel Index (Rocky Mountain Region) available on the first day of the first month immediately preceding the renewal date. The change in the index rate will determine the change in prices for the new renewal period.

Examples:

If the base price is \$3.00 per gallon and the current index price is \$3.45, then no price adjustment will be allowed because the price fluctuation was < 20%.

If the base price is \$3.00 per gallon and the current index price is \$4.00 per gallon and the round trip miles to delivery location are 250, the calculation would be:

$$(\$4.00 - \$3.00) \times 250 \div 5.5 \text{ MPG} = \$45.5$$

If the base price is \$3.00 per gallon and the current index price is \$2.00 per gallon and the round trip miles to the delivery location are 250, the calculation would be:

$$(\$2.00 - \$3.00) \times 250 \div 5.5 \text{ MPG} = \$-45.45$$

3.4. LIQUIDATED DAMAGES

Liquidated damages will be assessed as a result of the vendor's failure to perform as defined herein. Vendor will be assessed in an amount(s) specified in this Invitation for Bid. Liquidated damages for orders that fail to meet delivery dates, delivery notification, product specifications, concentrations, corrosion inhibited, gradation, segregation and or/separation and moisture specifications.

4.0. GENERAL PRODUCT SPECIFICATIONS

To bid a product, that product shall be on the most current Qualified Products List (QPL).

The PNS Association of British Columbia, Idaho, Montana, Oregon, Colorado and Washington have developed the Qualified Products List. The list is composed of products that have been tested and found to be in conformance with these specifications. Any material changes to a product that is listed on the QPL by either the manufacturer or the bidder, which in any way makes the product different from the original qualified material, shall be grounds for disqualifying the product from the list. The new product will have to be re-qualified before it will be allowed to be placed back on the QPL.

The bidder of any product that is delivered and/or applied, which is found to be contaminated and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment and roadside. The bidder shall be liable, as determined by the Department for causing any unanticipated extraordinary damages to equipment used in the storage or distribution of the chemical products.

The PNS has the right to qualify or disqualify, accept or reject products based on the materials used to produce the product. The products will be assessed for the potential of causing a decrease in the public safety. The right to qualify or disqualify, accept or reject a product based on manufactured composition rest solely with the PNS. The PNS assessment shall be final and in the best interest of the PNS. Each bidder submitting a sample will be notified whether the sample passes or fails to meet the specifications. Copies of the complete lab reports will be available upon request.

All submitted products shall be tested to the specified limits contained within these specifications and as per the products specific category classifications. A product that passes the required specification testing limits and has passed the PNS review shall be placed onto the PNS Qualified Product List. A product that fails to meet the standard limits as specified will not be placed onto the Qualified Products List and the bid will be disqualified.

- A submitted product that contains any constituent in excess of the following established total concentration limits as tested in accordance with the listed test methodology from Section 8.0 shall not be acceptable. Results are stated as **parts per million (ppm)**.

Arsenic	5.0	Zinc	10.00
Barium	100.0	Phosphorus	2500.
Cadmium	0.20	Cyanide	0.20
Chromium	1.0		
Copper	1.0		
Lead	1.0		
Mercury	0.05		

Note: Liquid products shall be tested as received. Solid salts are to be diluted to a 25% (W/V) concentration and tested as if the material was a liquid sample. Report only the values determined from the 25% solution for all of the parameters as compared to the specification limits. Do not back calculate the concentration of the parameters to the dry weight of the material.

- No bid will be accepted on any corrosion inhibited product that has not successfully completed the National Association of Corrosion Engineers (NACE) Standard TM0169-95, as modified by the PNS, and found to have a Corrosion Value of at least 70% less than that of Sodium Chloride (salt).
- The manufacturer shall also supply the following analyses for information purposes for liquid products or solid products that will be converted into a liquid product for application purposes. Testing of the following parameters will be done by the listed testing methodology from Section 8.0.

Ammonia – Nitrogen
 Total Kjeldahl Nitrogen
 Nitrate and Nitrite – Nitrogen
 Biological Oxygen Demand
 Chemical Oxygen Demand
 Frictional Analysis
 Toxicity Testing

Rainbow Trout or Fathead Minnow Toxicity Test
Ceriodaphnia Dubia Reproductive and Survival Bioassay
Selenastrum Capricornutum Algal Growth

4.1. SAMPLE SUBMITTALS

If a product that is currently listed on the Qualified Products List (QPL) is to be bid, no sample submission or information packet is required.

Note: No products will be qualified during this bid process. All products must be on the PNS Qualified Product List by the date of the bid opening.

4.2. QUALIFIED PRODUCTS LIST

Purchased products that appear on the QPL may be tested for compliance to the material that was originally submitted for qualification. The Department has the right to conduct testing at its own will. The most current QPL can be viewed at the PNS website:

<http://www.wsdot.wa.gov/partners/pns/default.htm>

5.0. ORDERS, DELIVERIES AND INVOICING OF PRODUCTS

5.1. ORDERS

5.1.1. All orders will be placed by fax. The official order date shall be the date of the fax transmittal if received by the bidder before 2:00 pm (all order times reflect bidder's time) and the next day if received by the bidder after 2:00 pm. The bidder shall fax back to the Department a confirmation of receipt and an estimate of the order shipment date within 2 business hours.

5.2. DELIVERIES

5.2.1. Deliveries shall be made during normal working hours (Monday through Friday between the hours of 7:00 am and 3:00 pm MST), with a minimum of 24 hours advance notice of arrival time unless otherwise requested or agreed to by the Department. Any deliveries made without proper advance notification or outside of the established delivery times, unless otherwise authorized in advance and in writing will be assessed an initial price adjustment of 25% of the purchase price of the product.

5.2.2. Delivery shall be made on or before 15 working days. In the event the bidder fails to deliver within the required number of working days, a deduction of 5% on the price of the product will be made for each day of delay beginning with day 16 and continuing until delivery is made.

5.2.2.1. The late delivery fee assessment will be deducted from the payment of the invoice for the specific load of product not delivered according to the term of the resulting purchase order. Consistently late deliveries may result in contract termination.

5.2.3. During the months of October to April, when orders larger than 50 tons (2 loads) per location are placed, 50 tons of that order must be delivered with the specified time period or price adjustments will apply. If the bidder cannot deliver the entire order at once, the balance must be delivered on daily deliveries beginning immediately after the first delivery until the order is fulfilled, or as agreed to by the Department.

- 5.2.4. Any assessments or deductions charged for improper notification and/or delivery will be accompanied with verification of order, delivery date and order time.
- 5.2.5. Price adjustments assessed for late deliveries caused by what the bidder feels are “reasonable” or uncontrollable circumstances” shall within seven (7) calendar days be addressed with the respective Department representative. The decision of the Department representative to accept or to deny the claim will be final and in the best interest of the Department.
- 5.2.6. Each shipment shall be accompanied by a current and clearly legible MSDS.
- 5.2.7. The bill of lading for each shipment must contain the following information.
 - 5.2.7.1. Name of product
 - 5.2.7.2. Supplier and manufacturer of product
 - 5.2.7.3. Delivery destination
 - 5.2.7.4. Total number of units being delivered
 - 5.2.7.5. Total weight of delivery using a certified scale ticket
 - 5.2.7.6. Lot Number for the product being delivered. The Lot Number is a specific number assigned to that particular product as delivered. This number must be denoted as the “Lot Number” on the bill of lading and shall be clearly legible. The Lot Number must enable the Department to track a delivered product back to its manufacture point, date of manufacture and specific batch. **Failure to have a defined Lot Number that appears on the Bill of Lading is grounds for rejection of the load.**
 - 5.2.7.7. Transport information – name of transporting company, trailer point and date of origin.

5.3. INVOICING

The Department will not process invoices for payment until the bidder has met all the requirements specified above.

The invoice shall include the following:

- 5.3.1. A copy of the original bill of lading
- 5.3.2. Contract unit of measure
- 5.3.3. Total number of units delivered
- 5.3.4. Contract unit price for product delivered
- 5.3.5. Total price for units delivered

6.0. FIELD INSPECTION, UNLOADING, SAMPLING AND TESTING

All material is subject to field inspection, sampling and testing on an “as delivered” basis. Sampling and field-testing is the prerogative of the Department. The bidder shall not off load any material without affording the Department an opportunity to conduct, the field inspection, sampling or the testing. Samples will be taken by the Contractor and witnessed by Department. Off loading of material without affording the Department an opportunity to conduct said work shall deem the delivered material non compliant and is subject to total rejection. The bidder shall only off load material without field inspection, testing and sampling by the Department when the Department representative grants prior written approval.

6.1. FIELD INSPECTION

BEFORE ALLOWING ANY PRODUCT TO BE UNLOADED, DEPARTMENT PERSONNEL WILL ADHERE TO THE FOLLOWING PROCEDURES.

- 6.1.1. Document and maintain records on all deliveries, including those that are rejected.
- 6.1.2. Check to assure that the product is being delivered according to the terms of the purchase order. This may include, but is not limited, to the following:
 - 6.1.2.1. Date of the order
 - 6.1.2.2. Date and time of delivery
 - 6.1.2.3. Verification of advance delivery notification
 - 6.1.2.4. Delivered within allowable times
 - 6.1.2.5. Name of delivery company and license plate numbers
 - 6.1.2.6. Are any price adjustment assessments required?
 - 6.1.2.7. Is the product being delivered what you ordered?
 - 6.1.2.8. Document all procedures prior to unloading of product
 - 6.1.2.9. Verify that all papers required of a delivery are present, complete and legible
- 6.1.3. Accurate, complete and legible bill of lading and/or invoice.
 - 6.1.3.1. Legible and current MSDS sheet
 - 6.1.3.2. Certified weight slip
- 6.1.4. Visually inspect the load to determine if there are any obvious reasons why the load should be rejected.
- 6.1.5. Any problems must be noted at the point of delivery by Department personnel, documented and relayed to their Department representative for action.

6.2. UNLOADING

- 6.2.1. Provided that all the required information is in place and the material appears to be the correct material as ordered, document the amount of product currently in storage prior to unloading and begin the unloading process.
- 6.2.2. The delivery truck shall unload solid materials in a windrow.
- 6.2.3. Visually inspect the delivered product again while unloading. If problems are noted that are a cause for rejection of the load, immediately halt the unloading process. Take photos if applicable and record any pertinent information. Conduct the following procedures if the material is to be rejected:
 - 6.2.3.1. If material fails the field inspection or testing, reload the product and reject the load
 - 6.2.3.2. Send samples directly to the Department's designated testing laboratory
 - 6.2.3.3. Immediately advise the Department's representative of any ordering, delivery, storage or product quality issues

6.3. SAMPLING AND TESTING

One sample, of the solid product being delivered, may be taken from the delivered shipment for laboratory testing after the shipment has passed the initial inspection and is approved for unloading. This sample will be used for testing and/or fingerprinting at the Department's expense to insure product quality.

- 6.3.1. If the load is solid, the delivery truck shall unload the solid material in a windrow. Samples of windrow materials should be obtained from the complete cross section of the windrow. Portions of the sample shall be taken from the top, center and bottom in proportion to the cross section area at that point and well within the stack each time. It is best practice to cut completely through the stack if practical. Fine material sifts to the bottom. Care should be taken to obtain a complete and representative sample. The sample shall be placed into a new 1-gallon Ziploc plastic bag as soon as the sample has been taken to avoid exposing the sample unduly to atmospheric moisture. Sample bags will be provided by the Department. Samples will be taken by the Contractor and witnessed by Department inspector.
- 6.3.2. Samples sent to the laboratory will be tested for conformance to specification during the year. Each type of product may be tested for those parameters listed in the General Specifications and in the appropriate category requirements.
- 6.3.3. If the test results indicate the sample does not meet the specifications, the vendor may make a written request for an independent laboratory to retest the solid material in question. The vendor and the Department must agree upon the choice of the independent laboratory before release of the sample for testing. The Department will maintain and provide the original sample in the event of a retest. The independent laboratory results will be averages with the results provided by the Department and the average results will be binding on both parties for acceptance of the sold material in question. The vendor must pay the cost of duplicate testing if the average results in a failing test. The Department will pay the cost of duplicate testing if the average results in a passing test.

7.0. CHEMICAL PRODUCT CATEGORY 4B

The category shall be defined as follows:

7.1. CATEGORY 4B-CORROSION INHIBITED SOLID SODIUM CHLORIDE

In addition to the General Specifications the following requirements shall also apply.

7.1.1. Gradation

CATEGORY 4B	
SIEVE SIZE	WT. % PASSING
3/4"	100
1/4"	75 – 85
#8	50 – 75
#30	10 – 20

Test Method: Number 13

- 7.1.2. Material must remain free from hard caking and suitable for its intended purpose.

Test Method: Number 14

Note: Salt for highway use is usually treated with either Ferric Ferrocyanide, also known as Prussian Blue or Sodium Ferrocyanide, also known as Yellow Prussiate of Soda (YPS), to prevent the salt from caking. The amount of Prussian Blue added is 70 to 165 parts per million (ppm), equivalent to 0.33 to 1.14 pounds per ton of salt. YPS is added in the amount of 50 to 250 ppm, equivalent to 0.1 to 0.5 pounds per ton of salt. YPS is also used as an anti-caking agent in table salt, and has approval of the U.S. Food and Drug Administration. Based on exhaustive testing no evidence of toxicity was demonstrated. If used, the presence of these products will not be assessed towards the total cyanide concentration when testing this product. However, the total cyanide concentration of the original material must meet specifications. Information may be obtained from the Salt Institute's Highway Digest Publication.

Bidder may bid this product with or without the anti-caking agent. Bidders must note on the Sample Checklist if the sample does contain anti-caking agent or not. If the Bidder chooses not to add the anti-caking agent, it does not prevent the bidder from assuring that the delivered product is in a free-flowing state.

- 7.1.3. Material must be clean and free from extraneous matter. The material must be homogenous or manufactured in such a manner to assure that the corrosion inhibitor, anti-caking agent and the chemical product does not segregate.

Test Method: Number 14

- 7.1.4. Moisture Content

The salt shall not exceed maximum moisture content of 5.0% (percent by weight). Water in excess of 5.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when moisture exceeds 5.0% shall be computed as follows:

Pay Weight = $(105.0 \times \text{Wet Wt. Of Salt}) \div \text{by } (100 + \text{Percent of Moisture})$

- 7.1.5. Pay Weight Schedule for Insoluble Residue

The salt shall have a maximum insoluble residue of 10.0% (percent by dry weight). Insoluble residue in excess of 10.0% of dry salt weight will not be paid for. The amount of salt to be paid for, when the insoluble residue exceeds 10.0% shall be computed as follows:

Pay Weight = $(110.0 \times \text{Dry Wt. Of Salt}) \div \text{by } (100 + \text{Percent Insoluble Residue})$

- 7.1.6. Corrosion Control Inhibitor and Concentration

Test Method: Number 3

8.0. TEST METHODS

8.1. NUMBER 3 – CORROSION CONTROL INHIBITOR PRESENCE AND CONCENTRATION

Test Method: The Materials Laboratory may use the test procedures provided by the bidder or manufacture for testing quantitative concentration of additives. The same test can then be used to verify that materials being delivered are the same as those previously tested and approved in the bid process.

8.2. NUMBER 13 - GRADATION

Test Method: Gradation shall be ran according to ASTM D 632. The sample size shall be a minimum of 300 grams and be hand shaken through each sieve until the sample has been adequately processed. Caution: Care should be used when running the gradation test, as the salt is very soft and can be resized by over shaking. Salts that contain sticky organic matter inhibitors may require additional attention with a rubber policeman to insure that the sample passes the screens correctly as the sticky inhibitors will tend to clump up smaller particles of salt and prohibit them from being analyzed correctly.

8.3. NUMBER 14 – VISUAL INSPECTION AND FIELD OBSERVATIONS

Test Method: Visual inspection and field observations to assure that the material remains clean and free of extraneous matter, free from hard caking, does not segregate and remains suitable for the intended purpose and as otherwise outlined in Section 6.0.

Note: The Department may use any laboratory test method necessary to verify conclusions from visual inspections.

9.0. PRODUCT REJECTION AND PRICE ADJUSTMENTS

Products, which fail to meet the specification requirements, will be subject to the following specified price adjustments and/or total rejection as per the Department's discretion.

9.1. REJECTION

The bidder will be required to replace any rejected material plus any material that it contaminated at their cost. Any product that is rejected shall be removed by the bidder and replaced with product that meets the material specifications, including handling and transportation charges at no additional cost to the Department. Removal includes the removal of all material contaminated by the non-specification material if any. The Department's personnel will establish the amount of material contaminated.

Two shipments per contract year of product found by the Department to be beyond any acceptable range may result in contract termination.

9.2. PRICE ADJUSTMENTS

Determination of a price adjustment to be applied will be based on the PNS testing procedures as outlined in the specifications.

All price adjustments will be based on the prices as quoted by the bidder.

9.2.1. Price Adjustment for Chemicals Containing Sodium Chloride – Category 4

A price adjustment of 10% will be assessed on materials outside of the acceptable gradation limits as specified in the category specifications.

A price adjustment will be taken on excessive moisture content as specified in the category specifications.

Permissible Variations of 5% will be allowed for each sieve size.

SIEVE SIZE	WT. % PASSING	PRICE ADJUSTMENT
3/4"	100	NONE
1/4"	75 – 85	NONE
#8	50 – 75	NONE
#30	10 – 20	NONE

10.0. BID EVALUATION PROCESS

Bids shall be accompanied with the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS). All documents must be clearly legible.

Note: Bids for any products not on the QPL will be disqualified.

11.0. BIDDER AND PRODUCT INFORMATION

Bidder's response to the following items will be considered representative of their product.

11.1. BIDDER INFORMATION

Company Name: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Fax: _____

Bidders Authorized Representative: _____

11.2. PRODUCT INFORMATION

Which category is your chemical to be sold under? _____

What is the name of the product? _____

The product is manufactured by? _____

Corrosion inhibited products have a Percent Effectiveness determined to measure the products corrosion rate on steel. What is the Percent Effectiveness of the product? _____%

Does your product contain an anticaking agent? ☐ YES ☐ NO

If your product does contain an anticaking agent, please provide the following information:

Amount of anticaking agent added per ton of product: _____

What is the name of the anticaking agent you are adding? _____

11.3. INFORMATION TO BE INCLUDED WITH BID SUBMITTAL

- Product Data Sheet
- Material Safety Data Sheet (MSDS) for the product and corrosion inhibitor
- Does your product contain an organic matter based corrosion inhibitor? _____
If yes, complete and submit the required information on the inhibitor as specified within these specifications.
- Waiver of pH requirements being requested ☐ YES ☐ NO
- Percentage of organic matter present in your material: _____
- Analytical results of all specified and information chemical constituents
- Corrosion test data for corrosion inhibited products
- Proprietary information regarding the corrosion inhibitor shall be included in a separate sealed envelope and marked in large bold lettering "Confidential Information"
- Analytical testing procedures for verifying corrosion inhibitor concentration

Have you completely read the PNS specifications and included all the required information into the bid package? ☐ YES ☐ NO

Signature of the individual making the submission: _____

Date of submission: _____

12.0. BID QUANTITIES

The following quantities of chemical product are projected for use for the terms of this contract. These quantities are estimates to be used for bidding purposes only. They are not guaranteed deliverable quantities as the winter weather can and does change and quantities may be less or more than what is being represented.

13.0. AWARD PROCESS

Bids will be awarded to each designated area. All prices are to be bid per ton and based on bulk delivery, F.O.B. point of delivery. If you are not entering a bid for an area, enter a "No Bid" for that line item. The bid award will be based on the lowest price for all areas.

The Department also reserves the right to cancel this contract if cancellation is deemed to be in the Department's best interest.

14.0. DELIVERY LOCATIONS

Provide and deliver F.O.B. various locations throughout Montana, Category 4B-Corrosion Inhibited Solid Sodium Chloride as specified herein.

BILL TO: **MONTANA DEPARTMENT OF TRANSPORTATION**
 PO BOX 7308
 KALISPELL MT 59904-0308

DELIVER TO:

1) **Location:** **Armory Pit**

 Delivery Information: US-93, MP 117.0

 Estimated Quantity: 175 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

2) **Location:** **Colonial Heights**

 Delivery Information: MT-206, MP 9.2

 Estimated Quantity: 150 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

3) **Location:** **Nyack Maintenance Section**

 Delivery Information: US-2, MP 162.2

 Estimated Quantity: 250 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

4) **Location:** **Bigfork Maintenance Section**

 Delivery Information: MT-35, MP 35.0

 Estimated Quantity: 150 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

5) **Location:** **Swan Maintenance Section**

Delivery Information: MT-83, MP 69.1

Estimated Quantity: 200 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

6) **Location:** **Polson Maintenance Section**

Delivery Information: US-93, MP 58.9

Estimated Quantity: 100 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

7) **Location:** **Radar Pit**

Delivery Information: US-93, MP 99.1

Estimated Quantity: 120 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

8) **Location:** **Hot Springs Maintenance Section**

Delivery Information: MT-28, MP 16.3

Estimated Quantity: 70 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

9) **Location:** **Marion Maintenance Section**

Delivery Information: US-2, MP 101.2

Estimated Quantity: 150 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

10) Location: Crystal Creek Maintenance Section

Delivery Information: US-2, MP 66.3

Estimated Quantity: 150 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

11) Location: Noxon Maintenance Section

Delivery Information: MT-200, MP 13.9

Estimated Quantity: 100 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

12) Location: Whitefish Maintenance Section

Delivery Information: MT-40, MP 1.0

Estimated Quantity: 300 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

13) Location: Eureka Maintenance Section

Delivery Information: MT-37, MP 66.8

Estimated Quantity: 150 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

14) Location: Libby Maintenance Section

Delivery Information: US-2, MP 35.2

Estimated Quantity: 250 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

15) Location: Jennings Maintenance Section

Delivery Information: MT-37, MP 14.0

Estimated Quantity: 100 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

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**BILL TO: MONTANA DEPARTMENT OF TRANSPORTATION  
PO BOX 3068  
BUTTE MT 59702-3068**

**DELIVER TO:**

**1) Location: Helena Maintenance Section**

Delivery Information: 2701 Prospect Avenue

Estimated Quantity: 130 Tons

Cost per Ton: \$ \_\_\_\_\_

Point of Trucking Origin to Point of Destination Round Trip Mileage: \_\_\_\_\_

**2) Location: Butte Maintenance Section**

Delivery Information: 3751 Wynne

Estimated Quantity: 130 Tons

Cost per Ton: \$ \_\_\_\_\_

Point of Trucking Origin to Point of Destination Round Trip Mileage: \_\_\_\_\_

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BILL TO: MONTANA DEPARTMENT OF TRANSPORTATION
PO BOX 1110
BOZEMAN MT 59771-1110

DELIVER TO:

1) **Location:** Bozeman Maintenance Section

Delivery Information: P-86, MP 0.7

Estimated Quantity: 105 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

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**BILL TO:** MONTANA DEPARTMENT OF TRANSPORTATION  
1649 US HIGHWAY 2 NW  
HAVRE MT 59501-3455

**DELIVER TO:**

1) **Location:** East Glacier Maintenance Section

Delivery Information: US-2, MP 207.3

Estimated Quantity: 35 Tons

Cost per Ton: \$ \_\_\_\_\_

Point of Trucking Origin to Point of Destination Round Trip Mileage: \_\_\_\_\_

2) **Location:** St. Mary Maintenance Section

Delivery Information: 3407 US Highway 89

Estimated Quantity: 35 Tons

Cost per Ton: \$ \_\_\_\_\_

Point of Trucking Origin to Point of Destination Round Trip Mileage: \_\_\_\_\_

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BILL TO: MONTANA DEPARTMENT OF TRANSPORTATION
PO BOX 491
LEWISTOWN MT 59457-0491

DELIVER TO:

1) Location: Lewistown Maintenance Section

Delivery Information: 1620 Airport Road

Estimated Quantity: 40 Tons

Cost per Ton: \$ _____

Point of Trucking Origin to Point of Destination Round Trip Mileage: _____

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- \* Check our website for the latest addendum to the IFB
- \* Sign and return each addendum as required
- \* Review Standard Terms and Conditions
- \* Properly identify return envelope
- \* Sign your bid on the front page
- \* Initial any bid changes you made
- \* Review and complete all requirements listed herein to ensure compliance



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